

03/15/2006 12:30 FAX 4192943329

DIAMOND ROLLUP DOOR

002/002

PTO/SB/82 (01-08)

Approved for use through 12/31/2008, OMB 0851-0035

U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

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<b>REVOCATION OF POWER OF ATTORNEY WITH NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS</b>	Application Number	10/782,516
	Filing Date	02/18/2004
	First Named Inventor	Dwight D. Lohr
	Art Unit	
	Examiner Name	
	Attorney Docket Number	060308.001 (NEW DOCKET #)

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number:


34142

PATENT TRADEMARK OFFICE

34,142

☒ Please change the correspondence address for the above-identified application to:

☒ The address associated with  
Customer Number:

34,142



34142

OR

<input type="checkbox"/> Firm or Individual Name	Gallagher & Dawsey Co. LPA		
Address	PO Box 785		
City	Columbus	State	Ohio
Country	US	Zip	43216
Telephone	614-228-6280 ext. 18	Email	ddawsey@invention-protection.com

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/98)

SIGNATURE of Applicant or Assignee of Record

Signature			
Name	Stephanie Kettels, President, Diamond Roll-Up Door, Inc.		
Date	3-15-06	Telephone	419-294-5487

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☐ Total of 1 forms are submitted.

This collection of information is required by 37 CFR 1.35. The information is required to obtain or retain a benefit by the public which is to the (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-0199 and select option 2.

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DIAMOND ROLLUP DOOR

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PTO/88/58 (12-03)

Approved for use through 07/31/2006, OMB 0051-0031

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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Diamond Roll-Up Door Inc.Application No./Patent No./Control No.: 10782518Filed/Issue Date: 02/18/2004Entitled: Composits Hinged-Door and Insert ThereofDiamond Roll-Up Door, Inc.

(Name of Assignee)

a corporation of Ohio

(Type of Assignee: corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

In the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) James B. Brown of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a true copy of the original assignment is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

- ☒ Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose name is supplied below) is authorized to act on behalf of the assignee.

Stephanie Ketels  
Signature

Stephanie Ketels

Printed or Typed Name

3/15/06  
Date

419-294-6487

Telephone Number

President, Diamond Roll-Up Door, Inc.

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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SEP-26-2005 MON 01:47 PM FROM ET. AL.

FAX NO. 416-243 8502

P. 02

04015

**ASSIGNMENT**

WHEREAS, I, JAMES B. BROWN of 225 Sunset Drive, Lakewood, Illinois 60014, have invented a COMPOSITE HINGED-DOOR AND INSERT THEREFOR for which an application for United States Letters Patent was filed on February 18, 2004 and assigned Serial No. 10/782,516; and

WHEREAS, DIAMOND ROLL-UP DOOR, INC., of 295 Commerce Way, P.O. Box 420, Upper Sandusky, Ohio 43351, a corporation of Ohio, is desirous of acquiring the entire interest in and to said invention and any Letters Patent to issue therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to me in hand paid, the receipt whereof is hereby acknowledged, I, JAMES B. BROWN, do hereby sell, assign and transfer unto the said, DIAMOND ROLL-UP DOOR, INC., its successors or assigns, the entire right, title and interest in and to said application and invention in the United States and all countries foreign thereto, including the right of priority under the International Convention of 1883 and later modifications thereof, and to any Letters Patent to issue therefor, and I hereby request the Commissioner of Patents and Trademarks of the United States to issue to said company any Letters Patent thereon, in accordance with the terms of this assignment.

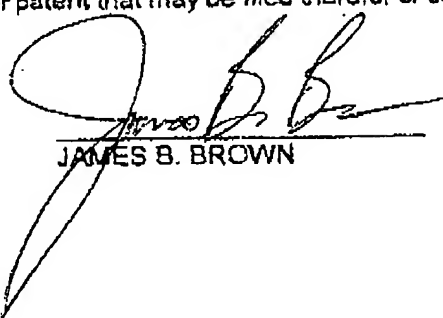
SEP-26-2005 MON 01:47 PM FROM ET. AL.

FAX NO. 410-43 8502

P. 03

04015

I agree to execute any and all documents required by said company, its successors or assigns, for the prosecution of said application, or of any division, continuation, reissue, or reexamination thereof, or for securing foreign patents covering said invention, and also any documents required by it, its successors or assigns, to more fully vest in it or them title to said invention, or to any application or patent that may be filed therefor or secured thereon.

  
JAMES B. BROWN

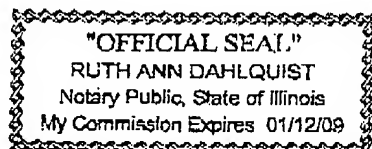
STATE OF ILLINOIS )

) ss.

COUNTY OF )

On this 1<sup>st</sup> day of Nov., 2005, before me appeared JAMES B. BROWN, to me personally known, and acknowledged the signing of the above instrument to be his free act and deed.

(SEAL)

  
Notary Public

Statement Under 37 CFR 3.73(b)  
Supplement Sheet

A true copy of an Employee Agreement Relating to Copyrights, Inventions and Confidentiality (the "Agreement") executed by Dwight Lohr on May 6, 2003 is attached. In the Agreement Mr. Lohr agrees to assign to Diamond Roll-Up Door, Inc. ("Company") all inventions conceived or developed by him during "... the course of my employment with the Company ..."

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DIAMOND ROLLUP DOOR

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**DIAMOND ROLL UP DOOR, Inc.****Employee Agreement Relating to Copyrights, Inventions  
and Confidentiality**

This agreement is made with, and for the benefit of, Diamond Roll Up Door, Inc., its subsidiaries and associated corporations (together called the "Company") by the undersigned Employee.

In consideration of my employment with the Company, I, the undersigned Employee, agree to the following:

**I. Copyrights**

- (a) I agree that the Company shall be the sole copyright holder of all copyright works of any kind or description created or developed by me, either alone or in collaboration with others, in the performance of my duties during my employment with the Company.
- (b) I agree to execute any written acknowledgements or assignments of copyright ownership of any works covered by this agreement as the Company may deem necessary or desirable for the Company to preserve its worldwide proprietorship of copyrights.

**II. Assignment of Inventions  
and Confidentiality**

- (a) I agree to disclose to the Company in writing and I hereby assign to the Company, without additional consideration, all inventions, processes, diagrams, methods, and improvements that I discover, conceive, or develop, either individually or in collaboration with others, during the course of my employment with the Company, or with the use of the Company's time, data, facilities, or materials, concerning a Company field of interest. I agree to this assignment irrespective of whether the idea for the invention occurred to me at work, at home, or anywhere else. I also agree that such inventions are the Company's exclusive property, regardless of whether the Company files a patent application on the invention. I agree to execute such assignments and other documents as the Company may determine are necessary or desirable to secure for the Company the exclusive rights to the inventions assigned hereby.
- (b) Company fields of interest include all fields of interest that have been worked on by the Company in the past, or in which there is work in progress at the Company during my employment, including Company operations in planning stages. I understand that this assignment of inventions does not cover any patents that are based exclusively on inventions made by me before my employment with the Company began, and it does not cover other inventions that are not within the

Initialed by Employee: Initialed By Company: 

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Company's fields of interest, which are developed solely on my own without using Company time or materials.

### III. Confidential Information

- (a) I understand that my position with the Company is one of trust and confidence because of my access to trade secrets and confidential and proprietary business information. I pledge my best efforts to protect and keep secret the trade secrets and confidential or proprietary technical and business information of the Company.
- (b) Unless required by the Company in connection with my employment or with the Company's express written consent, I will not, either during my employment or afterwards, directly or indirectly, use or disclose for my benefit or the benefit of another, any of the Company's trade secrets or confidential or proprietary information, whether or not the information is acquired, learned, attained or developed by myself alone or in conjunction with others. I make the same pledge with regard to the confidential information of the Company's customers, contractors, or others with whom the Company has a business relationship.
- (c) I also agree that all notes, records, drawings, memoranda and other documents that are made or compiled by me or which were available to me while employed at the Company and which include any confidential or proprietary business information of the Company shall be the sole property of the Company. I agree to deliver such documents to the Company upon the termination of my employment or at any other time at the Company's request.
- (d) I understand that the Company expects me to respect all trade secrets and confidential or proprietary information of any of my former employers, business associates, or any others. I agree not to use for the benefit of the Company or disclose to the Company, its officers, or any employees any such information so long as it remains confidential.

### IV. Miscellaneous

- (a) Nothing in this agreement shall be interpreted to impair either my right or the right of the Company to terminate at will my employment with the Company at any time.
- (b) I understand that my obligations under this agreement will continue at all times during and after my employment with the Company, whether or not my employment with the Company was terminated voluntarily or involuntarily, and with or without cause.

Initialed by Employee: DLInitialed By Company: [Signature]

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- (c) This agreement shall be binding upon the Company, and its successors, and upon me and my heirs, executors and administrators.
- (d) This agreement replaces any previous agreement relating to the same or similar subject matter which I may have entered into with the Company, and shall be deemed effective from the date on which I first became employed by the Company. This agreement may not be changed except by a written document signed by both the Company and by me.

Dwight Lohr  
Signature of the Employee

DAWIGHT LOHR  
Name of Employee

5-6-03  
Date

DAVID WISEMAN  
Accepted for the Company

DAVID WISEMAN  
Accepted by

VICE-PRESIDENT  
Position

5/6/03  
Date

The undersigned hereby declares, of her own knowledge, that this is a true copy of an Employee Agreement Relating To Copyrights, Inventions and Confidentiality executed by Dwight Lohr on May 6, 2003, and further that the foregoing statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Stephanie Kettels  
President  
Diamond Roll Up Door, Inc.  
February 28, 2006

Initialed by Employee: DL

Initialed By Company: JD